

**MEMORANDUM OF UNDERSTANDING
BETWEEN SANTA FE COUNTY AND
THE CORPORATION SERVICE COMPANY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "Agreement") is entered on this 8th day of May 2015, by and between Santa Fe County (hereinafter referred to as "County"), a New Mexico political subdivision, and the Corporation Service Company, a Delaware Corporation, registered and authorized to do business in the State of New Mexico, (hereinafter referred to as "Authorized Filer").

WHEREAS, this Agreement is entered into pursuant to the Uniform Real Property Electronic Recording Act, NMSA 1978, Section 14-9A-1 through 14-9A-7; and 1.11.2 NMAC; and

WHEREAS, this Agreement establishes the terms and conditions of participation in the Santa Fe County Clerk's electronic filing and recording program; and

WHEREAS, the Santa Fe County Santa Fe County Clerk is authorized to receive qualifying documents for filing and recordation in the Clerk's official records; and

WHEREAS, Authorized Filer facilitates for its customers the electronic recording of documents with governmental entities; and

WHEREAS, this Agreement sets forth the requirements for electronically recording documents with the Santa Fe County Clerk .

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES as follows:

1. ELECTRONIC RECORDATION OF DOCUMENTS WITH THE SANTA FE COUNTY CLERK

A. Documents: Attached as Exhibit A to this Agreement is a list of the documents permitted to be filed electronically with the Clerk. This list may from time to time be amended by the Santa Fe County Clerk without amendment to this Agreement but with notice to the Authorized Filer. Authorized Filer shall ensure only original documents are used to create electronic documents. Authorized Filer warrants to the Santa Fe County Clerk the genuineness of electronic signatures affixed to any document transmitted by Authorized Filer for electronic recordation and warrants that any such signature has the same legal effect as if that signature were manually affixed to a paper version of the document. Authorized Filer intends and represents to the Santa Fe County Clerk that all such documents are authentic. Authorized Filer agrees to be diligent in ensuring that all documents prior to submittal for electronic recording have been checked for errors, omissions, scanning defects, illegible areas and other deficiencies that would affect the County Clerk's ability to record the documents.

B. Notarization: All documents filed electronically with the Santa Fe County Clerk shall comply with the requirements for notarization pursuant to New Mexico statutes and rules adopted by the New Mexico Secretary of State.

C. Notification of submittal: The County Clerk shall issue to the Authorized Filer an electronic or other written notification, which will include the date and time of receipt, that the electronic document has been received by the County Clerk.

D. Notification of rejection: Electronic documents submitted for recordation shall be rejected by the County Clerk if the documents fail to comply with the following: 1) image or file-format specifications and security requirements set forth in 1.11.2 NMAC; 2) New Mexico statutes; or 3) any requirements established by the Santa Fe County Clerk for electronic recording of real property records.

E. Transmissions: Documents shall be transmitted through a electronic recording delivery system. Authorized Filer shall visually inspect each instrument or document prior to transmitting to ensure compliance with existing statutory recording requirements and 1.11.2 NMAC. Authorized Filer shall comply with transmittal sheet requirements set forth in Subsection C of 1.11.2.12 NMAC.

F. Liabilities and responsibilities of Authorized Filer: Pursuant to 1.11.2.11 NMAC, Authorized Filer shall implement security procedures for all electronic filing transmissions and shall be responsible for maintaining the security of the system within its office. Authorized Filer shall be responsible for keeping its encryption key secure and for establishing internal controls to assure the security of the private key is not compromised. Authorized Filer shall immediately notify the County Clerk of any compromise of security.

G. Clerk's right and responsibilities: The Santa Fe County Clerk reserves the right to refuse and return any instrument or document that does not meet requirements for electronic recording. Neither the County Clerk nor the County of Santa Fe shall be liable for any failure to perform processing of the transactions and documents when such failure results from any act of God, terrorism, or other cause beyond the parties reasonable control, including but not limited to, any mechanical, electronic, or other communications failure that prevents the parties from transmitting or receiving electronic documents. The County Clerk has no responsibility for any failure in technology or software at any point of contact. The County Clerk shall not be liable to the Authorized Filer or its customers for any damage resulting from software or equipment failure. The County Clerk shall apply the same level of diligence in handling documents submitted electronically as those submitted non-electronically or through the manual process. However, nothing in this Agreement shall be construed to require the County Clerk to monitor or review the content of documents submitted for electronic recording except for review to determine acceptability pursuant to the Clerk's requirements.

2. FEES AND PAYMENT

Fees for recording documents electronically are established at NMSA 1978, Sections 14-8-15.

Fees for electronic recording are collected through an electronic payment system, automated clearing house (ACH). Documents must be accompanied by the appropriate fees at the time of recording. The method is subject to standards and fees set by the Electronic Recording Commission and the County Clerk.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon execution by all parties, become effective on July 1, 2015 and shall terminate on June 30, 2016, unless earlier terminated pursuant to paragraph 4 below.

4. TERMINATION

The County Clerk, at her sole discretion, may terminate this Agreement immediately in the event the County Clerk determines there has been a breach of any term or condition of this Agreement or breach of security, warranting immediate termination. Pursuant to 1.11.2.10 NMAC, should Authorized Filer fail to take immediate corrective and remedial action for any security compromise, the Santa Fe County Clerk may terminate this Agreement immediately and revoke Authorized Filer's privilege to file electronically. Nonpayment of fees by Authorized Filer is also grounds for immediate termination.

Either Party may terminate this Agreement without cause by providing thirty (30) days prior written notice to the other party.

5. LIABILITY

Authorized Filer assumes all liability and responsibility for documents submitted to the County Clerk for electronic recording. It shall be the obligation of Authorized Filer at its own expense to defend and indemnify the County Clerk against any claim or cause of action asserted by anyone against the County Clerk as a result of a breach of security caused by or resulting from Authorized Filer's failure to implement and maintain security measures with respect to electronic recording, or any failure or neglect of Authorized Filer to comply with quality control procedures for assuring accuracy and completeness of documents submitted electronically for recordation.

6. INSURANCE

A. General Conditions. Authorized Filer shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. Authorized Filer shall procure and maintain during the life of this Agreement a comprehensive general liability and

automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Authorized Filer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. Authorized Filer shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Authorized Filer shall increase the maximum limits of any insurance required herein.

7. AMENDMENT

This Agreement shall not be altered, changed, or amended except by an amendment executed in writing signed by the parties.

8. ENTIRE AGREEMENT

This Agreement incorporates all agreements, covenants and understanding between the parties hereto. No prior agreement, covenants or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

9. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. Authorized Filer shall comply with all applicable laws, ordinances, and obligations.

B. This Agreement shall be construed in accordance with the ordinances of the County of Santa Fe and the substantive laws of the State of New Mexico, without regard to its choice of law rules. The Authorized Filer and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the federal and state district courts of New Mexico located in Santa Fe County.

10. NOTICES AND CONTACTS

All notices required to be given to the Santa Fe County Clerk under this Agreement shall be mailed to:

Santa Fe County
Santa Fe County Attorney
102 Grant Avenue
Santa Fe, NM 87504

All notices required to be given to the Authorized Filer under this Agreement shall be mailed to:

Corporation Service Company
919N 1000W
Logan, UT 84321

Contact information of the Authorized Filer, as required by 1.11.2.10 NMAC, is as follows:

Administrative and Information technology contact person: Wayne Crabtree (name) (435) 755-9837 (phone number) wayne.crabtree@csc.global.com (email address) 919N 1000W, Logan, UT 84321 (address)

11. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Authorized Filer hereby irrevocably appoints Prentice Hall Corporation System as its general agent for acceptance of services, and its agent upon whom process and writs in any action or proceedings arising out of or related to this Agreement may be served. Authorized Filer acknowledges and agrees that service upon its designated agent shall have the same effect as though Authorized Filer were actually and personally served within the state of New Mexico.

12. NEW MEXICO TORT CLAIMS ACT

No Provisions of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or the Santa Fe County Clerk or the public employees at common law or under the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.*

13. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to and does not create any rights in any persons not a party hereto.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates written below.

Katherine Miller
Katherine Miller, Manager
Santa Fe County

5.8.2015
Date

APPROVED AS TO FORM

Gregory Shaffer
Gregory Shaffer, County Attorney

4/21/15
Date

FINANCE DEPARTMENT

Carolee H. Jaramillo
Carolee H. Jaramillo, Finance Director

4/27/15
Date

CORPORATION SERVICE COMPANY

Karl K. Klessig Vice President
(signature and title)

MAY 7, 2015
Date

KARL K. KLESSIG, VICE PRESIDENT
(print name and title)